

## Additional Indemnitor Application

Bond Number: \_\_\_\_\_

| A BOND INFORMATION  |   |   |              |                         |  |                          |                         |                        |                        |   |  |  |  |  |  |  |  |  |  |
|---|---|---|--------------|-------------------------|--|--------------------------|-------------------------|------------------------|------------------------|---|--|--|--|--|--|--|--|--|--|
| COMPANY/APPLICANT'S NAME (NAME THAT WILL BE ON BOND)/ PRINCIPAL   |   |   |              |                         | RELATIONSHIP TO PRINCIPAL  |                          |                         | TODAY'S DATE           |                        |   |  |  |  |  |  |  |  |  |  |
| B ADDITIONAL INDEMNITOR INFORMATION   |   |   |              |                         |  |                          |                         |                        |                        |   |  |  |  |  |  |  |  |  |  |
| INDIVIDUAL'S FIRST NAME/ MIDDLE NAME/ LAST NAME   |   |   |              | DRIVER'S LIC NO         |  | DATE OF BIRTH            |                         | SOCIAL SECURITY NUMBER |                        |   |  |  |  |  |  |  |  |  |  |
| EMPLOYER NAME   |   |   | OCCUPATION   |                         |  | LENGTH OF EMPLOYMENT     |                         | MONTHLY INCOME         |                        |   |  |  |  |  |  |  |  |  |  |
| <input type="checkbox"/> Married<br><input type="checkbox"/> Single   | <input type="checkbox"/> Divorced<br><input type="checkbox"/> Separated | SPOUSE FIRST NAME/ MIDDLE NAME/ LAST NAME |              |                         | DRIVER'S LIC NO  |                          | DATE OF BIRTH           |                        | SOCIAL SECURITY NUMBER |   |  |  |  |  |  |  |  |  |  |
| SPOUSE EMPLOYER NAME  |   |   | OCCUPATION   |                         |  | LENGTH OF EMPLOYMENT     |                         | MONTHLY INCOME         |                        |   |  |  |  |  |  |  |  |  |  |
| HOME ADDRESS/CITY/ STATE/ ZIP   |   |   |              |                         |  |                          |                         | HOME/ MOBILE PHONE     |                        |   |  |  |  |  |  |  |  |  |  |
| <input type="checkbox"/> Own<br><input type="checkbox"/> Rent   | DATE PURCHASED  | PURCHASE PRICE                            |              | CURRENT MARKET VALUE    |  | PRESENT LOAN BALANCE(S)  |                         | MONTHLY PAYMENT(S)     |                        |   |  |  |  |  |  |  |  |  |  |
| OTHER REAL ESTATE OWNED ADDRESS/ CITY/ STATE/ ZIP   |   |   |              |                         |  |                          |                         |                        |                        |   |  |  |  |  |  |  |  |  |  |
| DATE PURCHASED  |   | PURCHASE PRICE                            |              |                         | CURRENT MARKET VALUE   |                          | PRESENT LOAN BALANCE(S) |                        | MONTHLY PAYMENT(S)     |   |  |  |  |  |  |  |  |  |  |
| NAME OF BANK  |   |   |              | SAVINGS ACCOUNT BALANCE |  | CHECKING ACCOUNT BALANCE |                         | PERSONAL NET WORTH     |                        |   |  |  |  |  |  |  |  |  |  |
| NEAREST RELATIVE NAME   |   |   | RELATIONSHIP |                         | ADDRESS  |                          |                         | PHONE NUMBER           |                        |   |  |  |  |  |  |  |  |  |  |
| Have you, your spouse, or company ever :<br>failed in any business venture?<br>declared bankruptcy?<br>been a principal or indemnitor on a bond which a claim was brought?<br>subject to a federal or state tax lien? |   |   |              |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                          |                         |                        |                        | Are you a guarantor for a third party liability?<br>Have you ever been convicted of a felony?<br>Are any of your assets in Trust(s)?<br><i>If you answered YES to any of the questions above, please attach a detailed explanation.</i> |  |  |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |  |

### INDEMNITY AGREEMENT - READ CAREFULLY BEFORE SIGNING.

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium advance in each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representative shall have the right to examine the credit history, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
4. The undersigned waives notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion, determines necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
7. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.
8. The undersigned unconditionally acknowledge and agree that: (1) they are solely responsible to procure and maintain any required license or permit and to renew, continue and/or replace any Bond; and (2) Surety, its agents, subagents, and/or brokers owe no duty with respect to the renewal, continuation or replacement of any Bond. The Undersigned release Surety, its agents, subagents and/or brokers from and against any and all liability, including, but not limited to, consequential damages resulting directly or indirectly from any license or permit lapse, suspension or termination resulting from any cause and/or failure to renew, continue or replace any Bond.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

**Instructions: This is a binding legal document – Read it carefully.**

Dated: \_\_\_\_\_

**Indemnitors:**

 X \_\_\_\_\_  
 Indemnitor's Signature Print Name

 X \_\_\_\_\_  
 Spouse Indemnitor's Signature Print Name

**FRAUD NOTICE:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## NOTARY ACKNOWLEDGEMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



## Fraud Warnings and Privacy Policy

### Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

#### APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### APPLICABLE IN CALIFORNIA

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### APPLICABLE IN THE DISTRICT OF COLUMBIA

**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

#### APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

#### APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

#### APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

#### APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### APPLICABLE IN MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.



**TOKIO MARINE**  
**HCC**

## Fraud Warnings and Privacy Policy

### APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

### APPLICABLE IN OKLAHOMA

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

### APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

### APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

### NOTICE TO NEW YORK APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

## Privacy Policy

Here at Tokio Marine HCC – Surety Group we know that your privacy is important to you, which makes it important to us. In support of changes to data privacy laws, we've made updates to our Privacy Policy and want to make sure you are aware of our updates. The new version of our privacy policy is available at [www.tmhcc.com/en-us/legal/privacy-policy](http://www.tmhcc.com/en-us/legal/privacy-policy).